

REMARKS

Applicants thank the Examiner for examining the Application. Applicants have amended claims 3 and 63, as explained further below, and have added new claims 88, 89, and 90. Support for the addition of new claims 88, 89, and 90 may be found throughout the specification, and the addition of new claims 88, 89, and 90 does not constitute adding new matter. With the amendments, claims 1-4, 6-41, 44-64, and 66-90 are pending.

Claim Rejections – 35 U.S.C. § 112 ¶2

The Examiner rejected claims 3 and 63 under 35 U.S.C. § 112, ¶ 2, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention.

Applicants have amended claims 3 and 63 to delete all non-communication protocols from the given list, and have corrected the typographical error that resulted in markup languages being listed instead of their corresponding communication protocols. Thus, Applicants have also added the corresponding communication protocols to claims 3 and 63; support for these additions may be found throughout the specification, and the addition of these protocols to claims 3 and 63 does not constitute adding new matter.

Claim Rejections – 35 U.S.C. § 103(a)

The Examiner rejected claims 1-4, 6-10, 12-25, 26-41, 44-64, 66-70, and 72-84 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent 6,938,087 to Abu-Samaha in view of U.S. Patent No. 6,564,264 to Creswell et al.

Applicants' independent claim 1 requires, among other things, converting said message into a uniform media format, and converting said uniform media formatted message for at least one communications protocol. The Examiner cites to col. 4 line 36 to col. 5 line 21 of Abu-Samaha as teaching or suggesting these limitations.

However, Abu-Samaha does not teach or suggest converting said message into a uniform media format, and converting said uniform media formatted message for at

least one communications protocol, as required by Applicants' independent claim 1. Rather, Abu-Samaha teaches converting a message into a generic format, specifically a text format. A text format is not a uniform media format. Applicants describe a uniform media format in the specification as follows:

[A] Uniform Media Format (UMF), which can be a uniform representation for messages that preserves the features from source protocol and extracts salient features that can be used for analyzing the message (e.g., message destination, subject, priority, sender identity, etc.). Message representation in UMF may be implemented in a number of computer languages (e.g., C/C++, Perl, Java, etc.) and operating systems (e.g., UNIX, Windows server. Etc.) using the Extensible Markup Language (XML) or other platform-independent data formats.

Specification, ¶ 0041. Applicants later describe one type of UMF data structure:

[A] UMF data structure with the recipient and sender information for "to" and "from" addressing information may then be created. Step 3: Extract message to use as the UMF "body." This may be a plain text or multipart multimedia format similar to MIME. Place body in UMF. Step 4: Extract a message feature to use as the UMF "subject", place in UMF structure. Step 5: Extract any alerting information to use a UMF "alert," which may be visual and/or audible. Step 6: Extract any protocol specific information (such as RFC 822 headers, for example) and place them in the UMF "RTA" structure.

Specification, ¶¶ 0071 to 0075. Applicants later state that a message in UMF may be stored in the format of XML (i.e. extensible markup language), see Specification ¶ 0276, and Applicants' dependent claims 2 and 62 each respectively require that the uniform media format is implemented in the extensible markup language. Unlike a uniform message format, a generic text format does not preserve the features from a source protocol, extract salient features that can be used for analyzing the message, include specific structures, or be implemented in extensible markup language. While Applicants recognize that the language of claim 1 includes none of these specific limitations, as the Examiner knows, under at least MPEP § 2111.01, Applicants have the right to be their own lexicographer, and when Applicants do so, the meaning provided in the specification controls the meaning of phrase used in the claim language; see *also Phillips v. AWH Corp.*, 376 F.3d 1382 (Fed. Cir 2005) (*en banc*). In this instance, Applicants have acted as their own lexicographer for the phrase "uniform media format",

which does not have a specific meaning known in the art. As shown by the above language taken from the specification, a generic text format is not a uniform media format. Therefore, Abu-Samaha does not teach or suggest converting said message into a uniform media format, and converting said uniform media formatted message for at least one communications protocol, as required by Applicants' independent claim 1. Thus, for at least the reasons given above, Applicants' independent claim 1 is allowable over Abu-Samaha, and is thus also allowable over the combination of Abu-Samaha with Creswell et al.

Applicants' independent claims 26 and 61 all contain limitations similar to those of Applicants' allowable independent claim 1. Therefore, for at least the reasons given above with regards to Applicants' allowable independent claim 1, Applicants' independent claims 26 and 61 are themselves allowable over Abu-Samaha, and are thus also allowable over the combination of Abu-Samaha with Creswell et al.

Applicants' dependent claims 2-4, 6-10, 12-25, 27-41, 44-60, 62-64, 66-70, and 72-84 depend from, respectively, Applicants' allowable independent claims 1, 26, and 61. Therefore for at least the reasons given above with regards to Applicants' allowable independent claims 1, 26, and 61, Applicants' dependent claims 2-4, 6-10, 12-25, 27-41, 44-60, 62-64, 66-70, and 72-84 are themselves allowable over Abu-Samaha, and are thus also allowable over the combination of Abu-Samaha with Creswell et al.

The Examiner next rejected claims 11 and 71 under 35 U.S.C. § 103(a) as being unpatentable over Abu-Samaha in view of Creswell et al. and further in view of Official Notice.

Applicants' dependent claims 11 and 71 depend from, respectively, Applicants' allowable independent claims 1 and 61. Therefore for at least the reasons given above with regards to Applicants' allowable independent claims 1 and 61, Applicants' dependent claims 11 and 71 are themselves allowable over Abu-Samaha, and are thus also allowable over the combination of Abu-Samaha with Creswell et al. and further in view of Official Notice.

The Examiner next rejected claims 85, 86, and 87 under 35 U.S.C. § 103(a) as being unpatentable over Abu-Samaha in view of Creswell et al. and further in view of U.S. Patent No. 6,650,739 to Doeberl et al.

Applicants' dependent claims 85, 86, and 87 depend from, respectively, Applicants' allowable independent claims 1, 26, and 61. Therefore for at least the reasons given above with regards to Applicants' allowable independent claims 1, 26, and 61, Applicants' dependent claims 85, 86, and 87 are themselves allowable over Abu-Samaha, and are thus also allowable over the combination of Abu-Samaha with Creswell et al. and further in view of Doeberl et al.

CONCLUSION

Applicants believe this Amendment and Response to be fully responsive to the present Office Action. Thus, based on the foregoing Remarks, Applicants respectfully submit that this application is in condition for allowance. Accordingly, Applicants request allowance of the application.

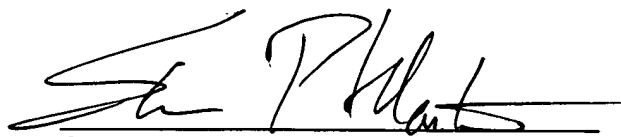
Applicants hereby petition for any extension of time required to maintain the pendency of this case. If there is any fee occasioned by this response that is not paid, please charge any deficiency to Deposit Account No. 50-3735.

Page 24 of 24

Should the enclosed papers or fees be considered incomplete, Applicants respectfully request that the Patent Office contact the undersigned collect at the telephone number provided below.

Applicants invite the Examiner to contact the Applicants' undersigned Attorney if any issues are deemed to remain prior to allowance.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Shaun P. Montana', written over a horizontal line.

Shaun P. Montana, Esq.
Attorney for Applicants
Registration No.: 54,320
Chapin Intellectual Property Law, LLC
Westborough Office Park
1700 West Park Drive
Westborough, Massachusetts 01581
Telephone: (508) 616-9660
Facsimile: (508) 616-9661

Attorney Docket No.: NMS06-08

Dated: July 25, 2006